

CLIENT

Surrey County Council

Cockshot Road
Reigate
Surrey
RH2 8BF

SITE

Nutfield Church Primary School UPRN:874

Mid Street
Redhill
RH1 4JJ

CONTACT

SURREY HELPDESK

ORDER

Q125159/1

DATE

27th February 2023

Dear Sir/Madam,

Reference: Remedial Works

Please find below our costs for carrying out the recommended work following our recent service visit / risk assessment.

Works Description:

- 1) To investigate and rectify low hot water temperatures as per risk assessment.
- 2) To investigate and rectify high cold water temperatures as per risk assessment.
- 3) To descale all outlets listed as having scale in the risk assessment.

Qualifications/Exclusions:

- 1) Our costs allow for up to 30 outlets to be descaled. Additional outlets can be descaled with an extra cost.

*We work in accordance with the Health and Safety at Work etc Act (1974),
Management of Health and Safety at Work Regulations (1999)
Control of Substances Hazardous to Health Regulations (2002)
Approved Code of Practice L8 Control of Legionella bacteria in Water Systems (2013)
HSG274 technical guidance on the control of legionella in water systems
BS8580-1:2019 - Water Quality - Risks Assessments for Legionella Control. Code of Practice*

Your obligations under the current legislation have been explained to you and the work contained in this quotation may not reflect all of the activities required in order to comply with the above legislation. For further details see www.legionellacontrol.org.uk.

Rock Compliance has LCA registration for the service categories quoted. We hold a Legionella Certificate from the Legionella Control Association number 2011/2197 and covers the services quoted below. A copy of the LCA Code of Conduct and evidence of our LCA membership for the services quoted can be found on the LCA website www.legionellacontrol.org.uk.

Record Keeping

Please maintain records of all legionella control activities for a period of 5 years-ideally in a central location/logbook. It is your responsibility to maintain these records.

General terms

- 1) The seller remains the owner of the goods until such time as these and all other sums owed by the buyer to the seller are paid in their entirety.
- 2) Payment terms are strictly 30 days from date of invoice. Under the Late Payment of Commercial Debts Act 1998, a supplier to another business is entitled to charge interest on late payments at a rate of 6% per annum above base rate.
- 3) Please refer to the enclosed terms and conditions
- 4) Legionella results take up to 10 - 12 days. Reports with Legionella results will be issued upon obtaining sample results. Please allow for up to two weeks for reports with Legionella sample results.

Abortive Visits

Should engineers arrive at site and cannot carry out works because they are either refused entry or equipment cannot be accessed fully to complete the works or other reason given by the site, we reserve the right to charge 50% of the contract visit value.

TOTAL (Excluding VAT)

£150.00

SIGNATURE

.....
Aqsa Hussain

Subject to standard terms and conditions

TERMS AND CONDITIONS

This agreement is made up of the following sections:

- **Services** that covers the services that we may supply to you;
- **Goods** that covers the goods that we may supply to you;
- **General** that relates to both Services and Goods; and
- **Definitions** that relates to both Services and Goods.

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

A – SERVICES

This section applies to the Services that we may provide you with:

1. Supply of Services

- 1.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 1.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 1.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 1.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

2. Customer's obligations

- 2.1 The Customer shall:
 - 2.1.1 ensure that the terms of the Order are complete and accurate;
 - 2.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 2.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 2.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 2.1.5 prepare the Customer's premises for the supply of the Services;
 - 2.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 2.1.7 comply with all applicable laws, including health and safety laws; and
 - 2.1.8 comply with any additional obligations as set out in the Service Specification.
- 2.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 2.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 2.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 2.2; and
 - 2.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 2.3 Notwithstanding clause 2.2, where the Customer advises the Supplier of any postponement or cancellation to a pre-arranged meeting at the Customer's premises, the Supplier reserves the right to charge the Customer an abortive service fee representing a reasonable estimate of the loss suffered by the Supplier as follows:
 - 2.3.1 where no notice of postponement or cancellation is given to the Supplier: the higher of 50% of the Supplier's quotation or up to £500;

2.3.2 where less than 24 hours' notice of the postponement or cancellation is given to the Supplier: up to £250; and

2.3.3 where more than 24 hours' notice of the postponement or cancellation is given to the Supplier: no charge.

B – GOODS

This section applies to the Goods we may provide you with:

3. Supply of Goods

- 3.1 The Goods shall be described in the Goods Specification.
- 3.2 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements and shall notify the Customer in any such event.

4. Delivery of Goods

- 4.1 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note that shows the date of the Order, the contract number or all relevant Customer and Supplier reference numbers, type and quantity of Goods (including the code number of the Goods, where applicable) and instructions for use.
- 4.2 The Supplier shall deliver the Goods to the Delivery Address on the Delivery Date and delivery will be deemed to be completed upon the Goods arriving at the Delivery Address.
- 4.3 Any dates quoted for delivery are approximate only, and the time for delivery is not of the essence.
- 4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, a failure on the part of the Customer which includes the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Customer fails to take delivery of the Goods within three Business Days of the Delivery Date, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the Delivery Date; and
 - 4.5.2 the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If the Customer fails to take delivery of the Goods within ten Business Days after the Delivery Date, the Supplier may resell or otherwise dispose of the Goods.
- 4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

- 5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:
 - 5.1.1 conform with the Goods Specification; and
 - 5.1.2 be free from material defects in design, material and workmanship; and
- 5.1.3 be fit for the purpose held out by the Supplier.
- 5.2 Subject to clause 5.3 if:
 - 5.2.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
 - 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
 - 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions for use as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

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- 5.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

- 6.1 The risk in the Goods shall pass to the Customer upon delivery to the Delivery Address.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment for the Goods in full and in cleared funds.
- The Customer must operate the Goods strictly in accordance with any instructions for use or provided by the Supplier.

C - GENERAL

7. Charges and payment

- 7.1 In respect of Goods, the Supplier shall invoice the Customer on or before delivery of the Goods. In respect of Services, the Supplier shall invoice the Customer monthly in arrears.
- 7.2 The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of the invoice in full and cleared funds to a bank account nominated in writing by the Supplier from time to time.
- 7.3 Time for payment shall be of the essence.
- 7.4 The price for Goods:
- 7.4.1 shall be the price set out in the Supplier's quotation or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the quotation; and
- 7.4.2 excludes the costs and charges of packaging, insurance and transport of the Goods, unless otherwise advised by the Supplier.
- 7.5 The charges for Services shall be calculated on a time and materials basis:
- 7.5.1 the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in the Order;
- 7.5.2 the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 08.00hrs to 16:30hrs worked on Business Days;
- 7.5.3 the Supplier shall be entitled to charge an overtime rate of not less than 15% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 7.5.2; and
- 7.5.4 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 7.6 The Supplier reserves the right to:
- 7.6.1 increase the charges for the Services on an annual basis with effect from each anniversary of the date of this Contract in line with the percentage increase in the Retail Prices Index in the preceding 12-month period; and
- 7.6.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 7.6.2.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.6.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 7.6.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 7.7 All amounts payable by the Customer under the Contract are exclusive of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 7.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

- 7.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8 Intellectual property rights

- 8.1 All Supplier IPR shall on creation vest in the Supplier.
- 8.2 All Intellectual Property Rights in or arising out of or in connection with the Services, including but not limited to the Deliverables, (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 8.3 The Customer is hereby granted a non-exclusive, non-transferable licence to use the Supplier IPR and Deliverables for the purpose of using the Goods and/or Services in accordance with the Goods Specification and/or Service Specification.
- 8.4 The Customer shall not seek to register, anywhere in the world, any trade mark or trade name, including any company name, which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier owns or claims rights in anywhere in the world.
- 8.5 If at any time it is alleged, or in the Supplier's reasonable opinion it is likely to be alleged that the Goods and/or Services infringe any third party's rights, the Supplier may at its option and its own cost: (i) modify or replace Goods and/or Services to avoid the infringement; (ii) procure for the Supplier the right to continue using Goods and/or Services; or (iii) repurchase the Goods and/or Services the price paid by the Supplier.
- 8.6 The Customer shall promptly notify the Supplier of: (i) any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and (ii) any claim by any third party that comes to the Customer's notice that the sale or advertisement of Goods and/or Services infringes the rights of any person.
- 8.7 By entering into the Contract, the Customer grants the Supplier a licence to use its name and logo for the purposes of promoting/marketing the Customer's business.

9 Termination

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than three months' written notice.
- 9.2 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.2.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
- 9.2.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 9.2.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.2.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.1 to clause 9.2.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.4 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.5 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.6 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 9.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10 Limitation of liability

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

TERMS AND CONDITIONS

- 10.1.1 death or personal injury caused by negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 10.1.2 fraud or fraudulent misrepresentation; and
- 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 10.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 10.2 Subject to clause 10.1:
- 10.2.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (i) any indirect, special or consequential loss or damage; (ii) loss of data or other equipment or property; (iii) economic loss or damage; (iv) incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or (v) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill; and
- 10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price paid for the Goods and/or Services to which the claim or liability relates (whichever is lower).
- 10.3 The Supplier has and shall maintain in place the following insurances: Product Liability to the value of £5 million; and Employers and Public Liability to the value of £10 million.
- 11 Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Contract by giving two weeks written notice to the affected party.
- 12 Assignment and other dealings**
- 12.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights and obligations under the Contract.
- 12.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 13 Confidentiality.**
- 13.1 Each party undertakes that it shall not at any time during or after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 14 Data Protection.** Both parties shall comply with Data Protection Legislation at all times.
- 15 Entire agreement.**
- 15.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 16 Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17 Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or

deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19 Notices.

- 19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service.
- 19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 19.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 20 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 21 Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.
- 22 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 23 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

D – DEFINITIONS

The following definitions and rules of interpretation apply in these Conditions.

Business Day: a day other than a Saturday, Sunday or public holiday, when banks in London are open for business.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the business which purchases the Goods and/or Services from the Supplier.

Data Protection Legislation: the General Data Protection Regulation and Data Protection Act 2018 or any successor legislation.

Delivery Address: the address set out in the Order or such other location as the parties may agree from time to time.

Delivery Date: the date and time set out in the Order or such other date and time as may be agreed between the Supplier and Customer acting reasonably.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Customer.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: to the extent that the Contract relates to the supply of equipment or other goods, the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: all copyright, database rights, topography rights, design rights (whether registered or not), trademarks, trade names, trade dress and rights in get up, rights to sue for passing off, utility models, patents, know-how, domain names, rights in software and any other intellectual property rights of a similar nature (whether or not registered) which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: Rock Compliance Limited (registered in England and Wales with company number 02902353).

Supplier IPR: means all Intellectual Property Rights owned by or licensed to the Supplier now or in the future, including but not limited to all Intellectual Property Rights in and to:

- the Goods and the Goods Specification;
- the Services and the Services Specification;
- any photographs or images produced by the Supplier;
- the Supplier's name, logo, website and social media accounts;
- any marketing material used or developed in connection with the Goods and/or Services.